

**The U.S. General Services Administration invites you to bid on
this valuable property!**

Downtown Phoenix Site

This Property is located at 322 N. 2ND Avenue, Phoenix, Arizona. The Property is approximately .482 acre or 21,000 +/- sq. feet of asphalt pavement and fencing and used as a parking lot.

Auction Summary

Sale Type: **Online Auction**

Start Date: **December 8, 2008**

End Date: **Based on Bidding**

Suggested Opening Bid: **\$ 750,000.00**

Registration Deposit: **\$100,000.00**

Bid Increment: **\$50,000.00**

Send Bid Form and Registration

Deposit to:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Ave., 4th Floor East
San Francisco, CA 94102-3434
Attn: Monica Pech, Realty Officer

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Click on Arizona to view and download Property
Sales information

Sales Information

Monica Pech
1-888-472-5263 (GSA-LAND), ext. 3261
e-mail: monica.pech@gsa.gov

Inspection:

The Property is available for inspection without
the need for a Government representative. The
Property can be seen from N. 2nd Avenue.

Online Auction

www.auctionrp.com

Register and submit your bid under

Property Code 125

Online Auction Assistance

Gina Arias-Arrieta
1-888-472-5263 (GSA-LAND), ext. 3431
e-mail: gina.arias-arrieta@gsa.gov

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PROPERTY DESCRIPTION

1. LOCATION AND SETTING

The Property is located at 322 N. 2nd Avenue, Phoenix, Arizona 85003.

The subject property is located in the northwest portion of the Phoenix metropolitan area, in the City of Phoenix.

2. SALE PARCEL DESCRIPTION

The Property consists of a rectangular shaped parcel containing .482± acre or 21,000± s.f., located on the west side of Second Avenue near the intersection of 2nd Avenue and West Van Buren Streets. The Property is improved with asphalt pavement and used as a parking lot. The site has frontage of approximately 150 feet on N. 2nd Avenue.

The Property is bound by a fence on the east, west and north sides and by the brick wall of the adjacent property on the south side.

3. DRIVING DIRECTIONS

From Sky Harbor International Airport: Take E. Sky Harbor Blvd to I-10 W. Take exit 145 for 7th Street. Keep left at fork to continue toward N 7th Street and turn right at E. Van Buren Street. Turn right at N. 2nd Avenue.

From Tucson, AZ: Take I-10 W for approximately 103 miles. Merge onto I-17 N/US-60 W via Exit 150A. Take exit 195B toward Central Avenue/7th Street. Turn right at S 7th Street and then left at E Van Buren Street. Turn right at N. 2nd Avenue.

From Flagstaff, AZ:

Take I-17 S for approx 135 miles. Take exit 200A to merge onto I-10 E toward Tucson. Take Exit 144A for 7th Ave/5th Ave. Keep right at fork and follow signs for 7th Ave S and merge onto N 7th Ave. Turn left at W Fillmore Street. Turn right at N 6th Ave.; left at W. Van Buren Street and then left onto N. 2nd Avenue.

4. LEGAL DESCRIPTION

Lots 7, 9 and 11, HATCH ADDITION, an Addition to the City of Phoenix, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 2 of Maps, Page 65.

5. ASSESSOR'S PARCEL NO.:

APN: 111-42-007B

City of Phoenix, Maricopa County, Arizona

6. EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water mains and lines, public utilities, public roads, and other rights-of-way, and the easements, reservations, rights and covenants reserved by the Grantor herein.

7. UTILITIES

All typical public utilities are available to the Property, including water, sewer, electrical, gas and telephone. Procurement of utility service shall be the responsibility of the Purchaser. Bidders are urged to contact the utility providers below for information on the availability of utilities.

Gas and Electric

Arizona Public Service
1-602-371-6767

Southwest Gas Corp.
1-602-861-1999

Telephone

Quest
1-800-603-6000

Water, Sewer and Storm Drain

City of Phoenix
1-602-262-6251

GENERAL TERMS OF SALE

1. INVITATION FOR BIDS

The term "Invitation for Bids" ("IFB") as used herein refers to the foregoing IFB and its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form for Purchase of Government Property, Registration Deposit by Credit Card, all of which are attached to this IFB and made a part hereof, and as may be modified and supplemented by any addenda or amendments that may be issued by the Government prior to the conclusion of the online auction.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property set forth in the IFB and any other information provided therein with respect to said Property are based on the best information available to the U. S. General Services Administration, Property Disposal Division and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price.

3. INSPECTION

The Property is available for inspection without the need for a Government representative. The Property can be seen from N. 2nd Avenue.

Inspection of the Property is the sole responsibility of the bidder. Bidders are invited, urged, and cautioned to inspect the Property prior to submitting a bid. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property offered, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the bid opening or auction.

4. CONDITION OF PROPERTY

The Property is offered for sale and will be sold "AS IS" and "WHERE IS" without representation, warranty, or guaranty as to quantity, quality, title, character, condition, size, or kind, or that the same is in condition or fit to be used for the purpose for which intended, and claim(s) for any allowance or deduction upon such grounds will NOT be considered.

5. ZONING

The Property is subject to the jurisdiction of the City of Phoenix. The Property is zoned DC, Downtown Core. Verification of the present zoning and determination of permitted uses thereunder, along with compliance of the Property for present or proposed future use shall be the responsibility of the bidder and the Government makes no representation in regard thereto. The Government does not guarantee that any zoning information is necessarily accurate or will remain unchanged. Any inaccuracies or changes in the zoning information shall NOT be cause for adjustment or rescission of any contract resulting from this IFB.

For more information, please contact:

City of Phoenix, Planning Department
1-602-262-7131

6. CONTRACT

The IFB and the bid, whether as an initial written bid or a bid placed online, when accepted by the Government shall constitute an agreement for sale between the successful bidder ("Purchaser") and the Government. Such agreement shall constitute the whole contract to be succeeded only by the formal instruments of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract, nor shall the contract or any interest therein, be transferred or assigned by the Purchaser without the consent of the Government. Any assignment transaction without such consent shall be void.

7. TAXES AND CLOSING COSTS

As of the date of conveyance of the Property, the Purchaser shall assume responsibility for all general and special real and personal property taxes which may have been or may be assessed on the Property, and to prorate sums paid, or due to be paid, by the Government in lieu of taxes.

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser.

8. RISK OF LOSS

a) As of the date of conveyance, the Purchaser shall assume responsibility for care and handling and all risks of loss or damage to the Property and have all obligations and liabilities of ownership.

b) In the event of a major loss or damage to the Property as a result of fire or other cause during the period of time between acceptance of the bid by the Government and date of conveyance, such loss or damage shall NOT be considered grounds for invalidating the contract of sale or reduction of the purchase price.

9. REVOCATION OF BID AND DEFAULT

In the event of revocation of a bid after the opening of bids, but prior to acceptance, or in the event of revocation of a bid after notice of acceptance, or in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or in the event of failure by the Purchaser to consummate the transaction, the deposit, together with any payments subsequently made on account, may be forfeited at the option of the Government, in which event the Purchaser shall be relieved from further liability, or without forfeiting the said deposit and payments, the Government may avail itself of any legal or equitable rights which it may have under the bid or contract of sale.

10. GOVERNMENT LIABILITY

If the Bid for Purchase of Government Property is accepted by the Government and a) the Government fails for any reason to perform its obligations as set forth herein; or b) Title does not transfer or vest in the Purchaser for any reason, although Purchaser is ready, willing, and

able to close, the Government shall promptly refund to Purchaser all amounts of money Purchaser has paid, without interest, whereupon the Government shall have no further liability to Purchaser.

11. TITLE EVIDENCE

Any bidder, at its sole cost and expense, may procure any title evidence that the said bidder desires. The Government will, however, cooperate with the Purchaser or his authorized agent in this connection, and will permit examination and inspection of such deeds, abstracts, affidavits of title, judgments in condemnation proceedings, or other documents relating to the title of the premises and property involved, as it may have available. It is understood that the Government will not be obligated to pay for any expense incurred in connection with title matters or survey of the Property.

12. TITLE

If a bid for the purchase of the Property is accepted, a Quitclaim Deed will convey the Government's interest. The Government does not pay for title insurance but the Purchaser is encouraged to acquire a title insurance policy from a local title company.

13. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

The Government shall set a sale closing date of sixty (60) calendar days after acceptance of the bid. Upon agreement by the Government, the Purchaser may close the transaction prior to the sixty (60) calendar day period.

Prior to closing, the Purchaser may open an escrow account with an independent, unaffiliated local escrow company to handle the closing. The Government does not mandate use of a particular escrow company. All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. As part of the closing the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

On the closing date, the Purchaser shall tender to the Government (or to the Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon such tender being made by the Purchaser, the Government shall deliver to the Purchaser the instrument, or instruments, of conveyance.

The Government reserves the right to extend the closing date for a reasonable amount of time for purposes of preparing necessary conveyance documents.

14. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser shall pay interest on the outstanding balance of the purchase price if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action and not by any action on the part of the Government. The interest rate shall be computed based on the yield of ten (10) year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

15. SALE AND CONVEYANCE

The sale and conveyance of the Property shall be made subject to the following:

a) All covenants, easements, reservations, restrictions, encumbrances and encroachments, whether of record or not.

b) Any statement of facts which a physical inspection and accurate survey of the Property may disclose.

16. DOCUMENTARY STAMPS AND COST OF RECORDING

The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all

instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

A conformed copy of the recorded Quitclaim Deed shall be provided by the Purchaser to GSA, within five (5) business days after recording, at the following address:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Monica Pech, Realty Officer

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, or resident commissioner shall be admitted to any share or part of the contract of sale or to any benefit that may arise there from, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. U.S. General Services Administration employees are prohibited from bidding on the Property offered in the IFB.

18. ANTITRUST LAWS

The contract made by the acceptance of bid by the Government may be transmitted to the Attorney General of the United States for their advice as to whether the sale would tend to create or maintain a situation inconsistent with anti-trust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

19. ADDITIONAL INFORMATION

GSA, at the address given in this IFB, will upon request, provide additional copies of this IFB and answer requests for additional available information concerning the Property offered to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms conditions, and requirements

contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the Property information at <https://propertydisposal.gsa.gov>.

20. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.



View of the Downtown Phoenix Site from N. 2nd Avenue

IMPORTANT INSTRUCTIONS TO BIDDERS

1. AUCTION START DATE

The auction opens on Monday, December 8th, 2008 at 9:00 a.m. (Pacific Time).

2. TYPE OF SALE

This sale will be an online auction conducted at www.auctionrp.com and by submission of initial written bids by mail. The auction will be conducted over a period of several weeks as determined by bid activity. The date for receipt of final bids will be announced at www.auctionrp.com, with at least three business days prior notice (see Paragraph 10, Call for Final Bids). The auction may continue beyond that date as long as bidders are willing to submit higher bids. Thus, the bidders determine when the sale closes by their bidding activity.

3. TERMS OF SALE

Bids to purchase must be on an ALL CASH basis only. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. SUGGESTED OPENING BID

The suggested opening bid is Seven Hundred Fifty Thousand Dollars (\$750,000.00). The suggested opening bid amount does not represent the value of the Property but rather provides a reasonable starting point for the online auction. The Government seeks to obtain fair market value for the Property and reserves the right to reject any and all bids.

5. BIDDER REGISTRATION

a) Bidder registration is a three-step process:

(1) An interested bidder should register online at www.auctionrp.com.

(2) Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Property"

accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. Additional bid forms are available upon request or you may photocopy the form in this IFB. The Bidder Registration and Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated.

(3) A registration deposit in the amount of One Hundred Thousand Dollars (\$100,000.00) must accompany your Bidder Registration and Bid Form in the form of a cashier's check, certified check or credit card information (Visa or MasterCard). Personal or company checks are NOT acceptable and will be returned to the sender. Checks must be made payable to: "U.S. General Services Administration."

Deposits by credit card may be initiated over the Internet by following the instructions at www.auctionrp.com. Bidders must also complete, sign and submit the enclosed Registration Deposit by Credit Card form along with the Bidder Registration and Bid Form to be authorized to bid.

Only upon verification of your registration deposit, will you be allowed to bid. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.

b) To register to bid and if you are prepared to make an initial written bid, please complete the enclosed Bidder Registration and Bid Form for Purchase of Government Property and send, along with the required Registration Deposit, to:

GSA Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, California 94102-3434
Attn: Monica Pech, Realty Officer

Your initial written bid is a binding offer.

c) It is the responsibility of the bidder to ensure that adequate time is available to complete the

registration process as described above. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

d) Registration may occur anytime prior to the conclusion of the auction. However, the Government makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register as soon as the auction opens. A bid made online will supersede a written bid of an equal or lesser amount. An initial written bid may be posted online by the auction manager, if the auction manager has issued a call for final bids, and the written bid has not been posted by the registered bidder, and the written bid is higher than the current online high bid.

6. USER IDENTIFICATION AND PASSWORD

User Identification ("ID") and Password are used to register online and to place bids online. When you register online, you will be required to assign your own User ID (limited to eight [8] characters). The required password must be at least eight [8] characters and must include: a) one letter, b) one number, and c) one special character such as: ! @ # \$ % ^ & * (). Since the User ID is used to publicly identify bids, and for your privacy, we strongly encourage you to create your User ID in a manner that protects you or your company's identity. The User ID will be used to identify the bidders at www.auctionrp.com. In the event you forget your User ID and/or password or are locked out from the system, it is your responsibility to contact GSA, during normal business hours, to obtain assistance.

7. BIDDING IN GENERAL

a) Registered bidders may increase their initial written bids, or place an initial online bid by following the instructions at www.auctionrp.com. By submitting your bid through www.auctionrp.com, you agree that your bid is a binding offer. You will be legally obligated for your initial written bid and any and all bids submitted using your User ID and password.

b) Bids must be submitted without contingencies.

c) Bids by mail that are not submitted on GSA forms will be rejected.

8. DAILY BIDDING RESULTS

Bidders are strongly encouraged to monitor bidding activity at www.auctionrp.com. New bids and auction closing information will be posted to this site. The online auction site is updated immediately when new bids are received.

Bidders will be notified via www.auctionrp.com when bidding will be closed. If your bid is not accurately shown on the web page, then you should call GSA at 1-888- 472-5263 (GSA-LAND), ext. 3431 or ext. 3261. Bidders are urged to pay close attention to www.auctionrp.com which will contain new, revised, and useful information regarding the high bid, modification to bid increment and the closing date of the auction.

9. INCREASING YOUR BID

If you learn from the auction web page that your bid was not the high bid, or if another bidder exceeds your previously high bid, you may increase your bid until such time as bidding is closed. Increases in previously submitted bids are welcome and your registration deposit will apply to subsequent increased bids. All increased bids must be made online. Increased bids must be at least Fifty Thousand Dollars (\$50,000.00) more than the previous high bid in order to be considered. The Government reserves the right to modify the bid increment at any time prior to the close of the sale. To increase a previously submitted initial written bid, bidders must bid online at www.auctionrp.com. In the event that two bids of equal value are received via U.S. Mail or online, the first bid received will be recognized.

10. CALL FOR FINAL BIDS

The Government will announce a date for the receipt of final bids. That date will be announced at www.auctionrp.com. On that date, if no increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time, then bidding will close at 3:00 p.m. and consideration will be

given to selling the Property to the high bidder. If an increased bid is received between 12:00 a.m. and 3:00 p.m. Pacific Time on that announced date, then bidding will be continued over until the next business day, excluding Federal holidays and weekends, on the same terms. Eventually, no one will outbid the high bidder and bidding will close at 3:00 p.m. Pacific Time on that day. There is no advantage to waiting until the last minute to bid.

11. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for ninety (90) calendar days after the date of the final bid submittal by a bidder until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the ninety (90) calendar days, the consent of the bidder shall be obtained prior to such expiration.

12. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government, price and other factors considered.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed or mailed to the bidder or their duly authorized representative at the fax/phone number or address indicated in the bid. The processing of a bid deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. HIGH BIDDER DETERMINATION

Once bidding stops and the high bid is confirmed, the high bid will be considered for acceptance. There is no guarantee that the Government will accept the high bid.

15. AUCTION SUSPENSION

The Government reserves the right to temporarily suspend or stop the auction for any reason without award and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems or other bidding issues, the Government will determine the high bidder and the high bid amount, re-open bidding and allow the auction to proceed according to the bidding terms described herein.

16. TEN PERCENT BID DEPOSIT, TRANSACTION CLOSING AND REFUND OF REGISTRATION DEPOSITS

a) Within ten (10) calendar days of acceptance of a bid by the Government, the Purchaser agrees to deposit an additional amount in the form of a certified check or cashier's check, if any, which when added to the Registration Deposit, will equal at least ten percent (10%) of the amount bid. Failure to provide such bid deposit shall require rejection of the bid and forfeiture of deposit.

b) Upon acceptance of a bid, the appropriate bid deposit shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of a certified check, cashier's check or electronic wire transfer is payable within Sixty (60) calendar days after acceptance of bid. At the time of closing, all cash money paid by the Purchaser will be credited, without interest, toward the total purchase price.

c) Appropriate Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders may elect to receive the refund by U.S. Treasury check or by an electronic transfer of funds. Bidders will be required to provide GSA with a Taxpayer Identification Number (TIN) to ensure the proper refund of the Registration Deposit by the U.S. Treasury. The TIN may be either a Social Security Number (SSN) or an Employer Identification Number. An individual's SSN will be collected and used only for the proper refund of the Registration Deposit.

d) Registration Deposits received from the two highest bidders will be held as stipulated in

Paragraph 17, Back-up Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Refunds will be processed timely but will require several weeks to complete.

17. BACK-UP BIDDER

The second-highest bidder will be the backup bidder. If the high bidder is unable to consummate the transaction, the second highest bidder's bid may then be considered for award. The backup bidder's Registration Deposit will be retained, without interest, until the first high bidder has increased their initial Registration Deposit to the required ten percent (10%) of the purchase price. Subsequently the Registration Deposit of the second-high bidder will be refunded by U.S. Treasury check or by an electronic transfer of funds thereafter. In the event that the Government is unable to make an award to the highest or second-highest bidder, the Government reserves the right to negotiate with the remaining bidders and make an award that is in the best interest of the Government.

18. ONLINE BIDDING

The Government will not be responsible for any failure attributable to the inability to transmit a bid, the transmission or receipt of an online bid, including, but not limited to the following:

- a) Receipt of a garbled or incomplete bid.
- b) Availability or condition of the sending or receiving electronic equipment.
- c) Incompatibility between the sending and receiving equipment and software.
- d) Malfunctioning of any network, computer hardware or software.
- e) Delay in transmission or receipt of a bid.

- f) Failure of bidder to properly identify the bid.
- g) Security of bid data.
- h) Inability of bidder to enter bid. For example: due to lost or forgotten password or system lock due to repeated login failures, etc.

If your bid is not accurately shown or you can not enter a bid at www.auctionrp.com then you should call GSA at 888-472-5263 (GSA-LAND) ext. 3431 or 3261 for assistance.

19. BID EXECUTED ON BEHALF OF BIDDER

a) A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

b) If the bidder is a corporation, the Certificate of Corporate Bidder must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid, copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

c) If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute the bid on behalf of the partnership.

NOTICES AND COVENANTS

The following Notice and Covenants will be inserted in the Quitclaim Deed.

1. HAZARDOUS SUBSTANCE NOTIFICATION

A. NOTICE Regarding Hazardous Substance Activity. Pursuant to 40 CFR 373.2 and Section 120(h)(3)(A)(i) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) (42 U.S.C. §9620(h)(3)(A)(i)), and based upon a complete search of agency files, the United States gives notice that no hazardous substances have been released or disposed of or stored for one year or more on the Property attributable to the United States.

B. CERCLA Covenant. Grantor warrants that all remedial action necessary to protect human health and the environment attributable to the United States has been taken before the date of this conveyance. Grantor warrants that it shall take any additional response action found to be necessary after the date of this conveyance regarding hazardous substances located on the Property on the date of this conveyance.

1) This covenant shall not apply:

(a) in any case in which Grantee, its successor(s) or assign(s), or any successor in interest to the Property or part thereof is a Potentially Responsible Party (PRP) with respect to the Property immediately prior to the date of this conveyance; OR

(b) to the extent that such additional response action or part thereof found to be necessary is the result of an act or failure to act of the Grantee, its successor(s) or assign(s), or any party in possession after the date of this conveyance that either:

(i) results in a release or threatened release of a hazardous substance

that was not located on the Property on the date of this conveyance; OR

(ii) causes or exacerbates the release or threatened release of a hazardous substance the

existence and location of which was known and identified to the applicable regulatory authority as of the date of this conveyance.

2) In the event Grantee, its successor(s) or assign(s), seeks to have Grantor conduct any additional response action, and, as a condition precedent to Grantor incurring any additional cleanup obligation or related expenses, the Grantee, its successor(s) or assign(s), shall provide Grantor at least 45 days written notice of such a claim. In order for the 45-day period to commence, such notice must include credible evidence that:

(a) the associated contamination existed prior to the date of this conveyance; and

(b) the need to conduct any additional response action or part thereof was not the result of any act or failure to act by the Grantee, its successor(s) or assign(s), or any party in possession.

C. ACCESS. Grantor reserves a right of access to all portions of the Property for environmental investigation, remediation or other corrective action. This reservation includes the right of access to and use of available utilities at reasonable cost to Grantor. These rights shall be exercisable in any case in which a remedial action, response action or corrective action is found to be necessary after the date of this conveyance, or in which access is necessary to carry out a remedial action, response action, or corrective action on adjoining property. Pursuant to this reservation, the United States of America, and its respective officers, agents, employees, contractors and subcontractors shall have the right (upon reasonable advance written notice to the record title owner) to enter upon the Property and conduct investigations and surveys, to include drilling, test-pitting, borings, data and records compilation and other activities related to environmental investigation, and to carry out remedial or removal actions as required or necessary, including but not limited to the installation and operation of monitoring wells, pumping wells, and treatment facilities. Any such entry, including such activities, responses or remedial actions, shall be coordinated with record title owner and shall be performed in a manner that minimizes interruption with activities of authorized occupants.

2. BONA FIDE PROSPECTIVE PURCHASER

The Arizona Department of Environmental Quality has identified that the Property is in an area of concern, known as the OU3 Study Area, near the Motorola 52nd Street Superfund Site. According to the U.S. Environmental Protection Agency (U.S. EPA) Region 9, groundwater contamination containing chlorinated solvents from this Superfund Site has spread to the west for several miles. As a result, a portion of the groundwater contamination plume extends as far west as 7th Avenue, which is west of the Property.

U.S. EPA finalized a Groundwater Monitoring Report in February 2008. U.S. EPA is scheduled to initiate the final phase of the groundwater Remedial Investigation. The investigation will include installation of additional groundwater monitoring wells, conducting a treatability study, and collection of soil gas samples to evaluate the potential for vapor intrusion (migration of volatiles from the groundwater into buildings). U.S. EPA will continue to oversee the facility investigations that are underway and negotiate with the remainder of the PRPs to complete their facility investigations. U.S. EPA's goal is to initiate the groundwater remedy selection process and select a final remedy in late 2008. Additional information on remediation of OU3 may be found at

<http://www.azdeq.gov/envIRON/waste/sps/phx.html>

The Phase I Environmental Assessment prepared by Jonas and Associates on January 31, 2007 and the Phase II Environmental Assessment prepared by GPI Environmental, Inc on July 23, 2007 are available upon request.

Prospective purchasers wishing to bid on the Property should consider taking advantage of the provisions of U.S. EPA's "all appropriate inquiries rule", set forth in the Federal Register on November 1, 2005, at 70 FR 66069, and promulgated in the Code of Federal Regulations at 40 CFR 312. In particular prospective bidders should consider pursuing and perfecting the status of "bona fide prospective purchaser" of the property being offered for sale, by conducting "all appropriate inquiries" in accordance with the U.S. EPA-endorsed, American Society for Testing and Materials

(ASTM) due diligence protocol: E 1527-05, Phase I Environmental Site Assessment Process (see <http://www.astm.org>). To this end, the General Services Administration (GSA) will be providing prospective bidders all of the pertinent environmental information about this property that is in GSA's possession for prospective bidders' use in conducting this Phase I examination of the Property.

3. NO HAZARD TO AIR NAVIGATION

The Property is located within 6 nautical miles of the Phoenix International Airport. The Grantee covenants for itself and its successors and assigns every successor in interest to the Property here described, or any party thereof, that in connection with any construction or alteration on the Property, it will obtain a determination of no hazard to air navigation issued by the Federal Aviation Administration (FAA), in accordance with Title 14, Code of Federal Regulations, Part 77, entitled "Objects Affecting Navigable airspace," or under the authority of the Federal Aviation Act of 1958, as amended.

BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT PROPERTY

Downtown Phoenix Site

322 N. 2nd Avenue, Phoenix, Arizona

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: Monica Pech

REGISTRATION DEPOSIT: \$100,000.00

PROPERTY CODE 125

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids IFB for the bid price entered below or subsequent bids placed online if this bid is accepted by the Government within ninety (90) calendar days after the date of receipt. This Bid Form is made subject to the terms of the IFB No. 9PR-2009-125, including its Property Description, General Terms of Sale, Important Instructions to Bidders, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Property, Registration Deposit by Credit Card and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of this initial bid and subsequent bids placed online at www.auctionrp.com.

I HEREBY ACKNOWLEDGE RECEIPT OF AND HAVE REVIEWED THE AFOREMENTIONED DOCUMENTS. _____(INITIAL)

INITIAL BID AMOUNT: \$ _____
BID AMOUNT SPELLED OUT: _____

If this bid is accepted, the instrument of conveyance should name the following as Grantee(s)

Indicate above the manner in which title is to be taken (e.g., Sole and Separate Property, Joint Tenants, Tenants in Common, Community Property). Include name of spouse, if applicable.

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Page 10, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions:

- ☐ An individual doing business as _____
- ☐ A partnership consisting of _____
- ☐ A limited liability partnership consisting of _____
- ☐ A corporation, incorporated in the State of _____
- ☐ A limited liability corporation, incorporated in the State of _____
- ☐ A trustee, acting for _____

PLEASE COMPLETE THE FOLLOWING:

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: _____ Fax: _____
E-mail: _____
Signature _____ Date _____

CERTIFICATE OF CORPORATE BIDDER

For use with Bidder Registration and Bid Form for Purchase of Government Property
see Page 10, Paragraph 19, Bid Executed On Behalf Of Bidder for instructions

Downtown Phoenix Site

**322 N. 2nd Avenue
Phoenix, Arizona 85003**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was

then _____ of said Corporation
(Official Title)

that said bid was duly signed for and on behalf of said Corporation by authority of its
governing body and is within the scope of its corporate powers.

(Signature of Certifying Officer)

(Corporate Seal Here)

REGISTRATION DEPOSIT BY CREDIT CARD

Downtown Phoenix Site

322 N. 2nd Avenue
Phoenix, Arizona 85003

PROPERTY CODE 125

SEND THIS FORM TO:

U.S. General Services Administration
Office of Real Property Disposal (9PR)
450 Golden Gate Avenue, 4th Floor East
San Francisco, CA 94102-3434
Attn: Monica Pech

THIS FORM MAY BE SUBMITTED BY FAX:
(415) 436-7402

REGISTRATION DEPOSIT: \$100,000.

By completing this form and signing in the space provided below, applicant agrees to abide by the terms and conditions set forth in the Invitation for Bid Package and any Addendum. The applicant must be the authorized cardholder. The applicant agrees that his or her credit card account will be debited the full amount of the registration deposit, as specified in the Important Instructions to Bidders, Pages 7 thru 8, Paragraph 5, Bidder Registration. In the event that applicant becomes the Purchaser, the registration deposit will be applied towards the purchase price for the Property. In the event the applicant is not the Purchaser, the registration deposit will be credited to the credit account listed below.

PLEASE PRINT OR TYPE LEGIBLY

First and Last Name: _____

Address: _____

City: _____ State _____ Zip _____

Check type of credit card to be charged: ☐ Visa ☐ MasterCard

Name as it appears on card: _____

Credit Card Number: _____ Exp. Date: _____

CSC Code _____

Phone: () _____ Fax: () _____

Signature: _____ Date: _____

Notes
